

EXHIBIT D

FIRST AMENDMENT
TO SPONSORSHIP AGREEMENT

This FIRST AMENDMENT ("Amendment") is made effective as of February 16, 2017, by and between **Electric Forest, LLC** ("Promoter"), on the one hand, and **Roots Rock Rage, LLC DBA Sloth Steady** ("Sponsor"), on the other hand.

A. **WHEREAS**, Promoter and Sponsor entered into a sponsorship agreement dated February 23, 2016 (the "Agreement") for the "Electric Forest" festival to be held on Thursday, June 23, 2016 to Sunday, June 26, 2016, at the Double JJ Resort at 5900 S. Water Road in Rothbury, Michigan (the "Venue") (the "2016 Event"), on dates to be determined at the Venue in 2017 (the "2017 Event") and dates to be determined at the Venue in 2018 (the "2018 Event") (each, individually and "Event" and collectively, the "Events").

B. **WHEREAS**, Promoter has determined in its sole discretion to expand the Events in 2017 and 2018 to include one additional weekend;

C. **WHEREAS**, Promoter and Sponsor have mutually agreed to amend Section 2 and Exhibit A of the Agreement to set forth an additional amount to be included in the Fee as consideration for the rights and benefits to the additional weekend in 2017 and 2018;

C. **NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree to amend the terms of the Agreement as follows:

1. The text of **Section 2** is hereby deleted and replaced with the following:

2. Cost. As consideration for the rights and benefits granted by Promoter hereunder, Sponsor agrees to pay to Promoter as follows:

- 2016 Event: \$15,000.00;
- 2017 Event: \$25,000.00; and
- 2018 Event: \$25,000.00, (collectively, the "Fee").

The Fee is due according to the following schedule:

- 2016: \$5,000.00 due no later than ten (10) days from the full execution of this Agreement; \$5,000.00 due on or before April 30, 2016; and \$5,000.00 due on June 1, 2016.
- 2017: \$15,000.00 due on or before May 1, 2017; and \$10,000.00 due on or before June 27, 2017.
- 2018: \$15,000.00 due on or before May 1, 2018; and \$10,000.00 due on or before June 27, 2018.

2. The text of **Exhibit A** is hereby deleted and replaced with the following:

Exhibit A: Sponsor Rights and Benefits for Event

SPONSOR OBLIGATIONS:

In addition to the Fee, for each year of the Term Sponsor shall provide the following in-kind consideration for each Event:

2016: Sponsor shall design three (3) custom pins and shall produce and provide six hundred (600) Official Festival Pins, five hundred (500) Loyalty Pins and three hundred (300) Special Activation Pins to Promoter. Sponsor shall also provide twenty (20) miscellaneous items to be used for the Festival Monarch program prizing, and twenty (20) miscellaneous items to be used for Electricology Plug In program prizing. All miscellaneous items shall be subject to the approval of Promoter. All designs shall be subject to the prior written approval of the Promoter. Sponsor shall be solely responsible for all production costs including design and shipping fees.

2017: Sponsor shall design three (3) custom pins to produce and provide one thousand four hundred (1,400) Official Festival Pins, one thousand (1,000) Loyalty Pins, six hundred (600) Special Activation Pins. Sponsor shall also provide forty (40) miscellaneous items to be used for the Festival Monarch program prizing, and forty (40) miscellaneous items to be used for Electricology Plug In program prizing. All miscellaneous items shall be subject to the approval of Promoter. All designs shall be subject to the prior written approval of the Promoter. Sponsor shall be solely responsible for all production costs including design and shipping fees.

2018: Sponsor shall design three (3) custom pins to produce and provide one thousand six hundred (1,600) Official Festival Pins, one thousand (1,000) Loyalty Pins, six hundred (600) Special Activation Pins. Sponsor shall also

provide twenty (40) miscellaneous items to be used for the Festival Monarch program prizing, and forty (40) miscellaneous items to be used for Electricology Plug In program prizing. All miscellaneous items shall be subject to the approval of Promoter. All designs shall be subject to the prior written approval of the Promoter. Sponsor shall be solely responsible for all production costs including design and shipping fees.

Sponsor Sale of Pins: Sponsor shall have the right to design three (3) additional custom pins subject to the prior written approval of Promoter as to the design which shall include eighty (80) special ticket pins that entitle customer to win a free pin provided by Sponsor ("Sponsor Pins"). Once approved, Sponsor may sell three hundred (300) Sponsor Pins each day of the Festival and a total of two hundred (200) Official Festival Pins at two (2) activation locations as specified below. Sponsor shall be solely responsible for all production costs including design and shipping fees. Sponsor shall not be authorized to sell any of the pins after the Festival in each year.

Sponsor shall be an exclusive pin sponsor of the Event. Sponsor represents that it owns or is otherwise authorized as required by law, to use for the purpose set forth herein all trademarks, service marks, names, logos, designs, artwork or other symbols included in any of the pins designed by Sponsor and any of the miscellaneous items provided by Sponsor. Sponsor represents and warrants that all products furnished by it shall be of high quality, shall be free from product defects and shall be merchantable and suited for their intended purposes.

Onsite Activation

- **Fan Engagement Area:** Subject to any restrictions of the venue at the Event, Sponsor shall be allocated the following for each year of the Term:
 - One (1) minimum 10' x 10' footprint at a location in high traffic area within the venue for an activation using Promoter provided tenting to serve as an opportunity for Sponsor to interact with Event guests including vending and/or gifting of premium product upon prior written approval by Promoter; and
 - One (1) minimum 10' x 20' footprint at a location on the "main street" within the campground for an activation using Promoter provided tenting to serve as an opportunity for Sponsor to interact with Event guests including vending and/or gifting of premium product upon prior written approval by Promoter.
- Sponsor's activation areas will be setup in the same locations as they were in 2015. If such locations are not available, then Promoter and Sponsor will mutually agree on the new locations of Sponsor's activation areas, which shall be subject to the Event's site specifications.
- Sponsor will have the opportunity to run onsite promotions within 20 ft from both activation spaces. All promotions subject to Promoter's prior review and written approval. Sponsor shall be solely responsible for compliance with all applicable laws with respect to the promotions it conducts..
- Promoter shall provide Sponsor with the following standard set up for the activation and Sponsor will pay Promoter \$0.00 no later than first day of the Event (the "Activation Fee"):
 - Tent/Walls: as listed above, unless Sponsor is providing tent or activation structure, subject to Promoter's prior written approval;
 - Power Drop: 20 Amp, 110 Volt;
 - Water/Ice: daily drop of two (2) bags of ice and one (1) case of water
 - Table/Chairs; up to two (2) tables and four (4) chairs upon request.
 - Standard WIFI: Shared (password-protected) WIFI to support general POS systems. Private IP is available for an additional cost. Promoter provided WIFI is subject to site restrictions and Promoter is not liable for any damages Sponsor may incur related in any way to the use or lack of use of WIFI services.

Marketing / Promotional Rights

- **Advertising:** Sponsor may use the "Electric Forest" logo and name within internal and external communications, advertising and promotions, subject to Promoter's prior review and written approval as to the content and each use and for no later than December 31, 2018 unless otherwise agreed to by Promoter in writing.
- Sponsor will have the opportunity to photograph Sponsor's onsite activation at the Event and use such content for non-commercial use on its marketing and social media platforms subject to Promoter's prior written approval as to the content and use which such consent will not be unreasonably withheld, conditioned or delayed. Sponsor agrees that it shall cease all use of the photographs by no later than December 31, 2018 unless otherwise agreed to by Promoter in writing. All clearances, licenses or rights of any kind necessary for the use of the photographs shall be the sole responsibility of Sponsor.

- If prior approval of sponsor media plan has been granted, Sponsor agrees to comply with the Event's media rules for the capture and publication of audio, video, photo and written material. All requests are subject to Promoter's prior written approval. Media rules to be provided to Sponsor prior to the Event.
- Promotions. Product provided by the Sponsor shall be included in Plug In program prize as listed above.
- Promoter shall develop, promote, activate and oversee all aspects of the Plug In activities and programming. Plug In programs and activities are subject to revision and development if needed, at sole discretion of Promoter.

Online

- Event Website: Sponsor's logo and link to its official website shall appear on the "Partners Page" of the Event's official website, and the page within the Event website dedicated to Plug In programming. Sponsor logo included on the "Electricology Program Page" of the Electricology's official website. Promoter shall have the right to use and alter Sponsor's logo size and logo color including black/white and tonal treatments, at Promoter's sole discretion, for advertising and promotional purposes associated with the Event.
- Social Media: Sponsor's involvement with the Event shall be included in a total of six (6) social media messages, herein referred to as "Social Media Post(s)" including the following:
 - Two (2) Social Media Post via Festival platform in support of the Official Festival Pin sales;
 - Two (2) Social Media Post via Festival platform in support of Sponsor run online promotions and other TBD content;
 - One (1) Social Media Post via Festival platform in connection with the Festival Monarch Plug In program release;
 - One (1) Social Media Post via Festival platform in connection with the Festival Monarch Plug In program winner announcement; and
 - One (1) Social Media Post via Electricology platform with inclusions in Electricology Plug In program prize.
 - At Promoter's sole discretion, the Social Media Posts will be made on one or more of the following social media outlets: (i) Facebook®; (ii) Instagram®; (iii) Twitter®; (iv) Snapchat®; or (v) the Event's official website.
- Event Application: Sponsor shall be included in the Event's mobile application herein referred to as "Mobile App":
 - One (1) logo banner inclusion under the "Partners" tab on the Mobile App;
 - One (1) logo and description under the "Retail" tab on the Mobile App; and
 - One (1) custom SMS push notification, text only up to 140 characters, to all Mobile App users before, during or after the Event in connection with the Event merchandise.

Tickets

- Five (5) "Forest Friend" guest passes per weekend for sponsor staff, no access to GOOD LIFE (VIP) camping
- Five (5) working passes per weekend for sponsor staff.
- Six (6) general admission weekend wristbands per weekend for promotional giveaways.

3. Other Terms and Provisions of the Agreement. Except as otherwise set forth in Sections 1 and 2 above, all terms, provisions, conditions, representations, warranties and covenants of the Agreement are hereby agreed, confirmed, ratified, and remain unmodified and in full force and effect as of the date of this Amendment.

4. Several Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

5. Effective Date; Binding Effect. This Amendment shall become effective on the date first above written.

6. Captions. The captions or headings in this Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

7. Further Assurances. Company agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable law as requested by MHP in furtherance of this Amendment.

[Signature page follows.]

IN WITNESS HEREOF, the parties have executed this Amendment effective as of the date and year first above written.

**ROOTS ROCK RAGE, LLC DBA
SLOTH STEADY:**

By: Nathan Russell
Name: Nathan Russell
Title:

ELECTRIC FOREST, LLC:

By: DocuSigned by:
Jeremy Stein 2/20/2017
Name: Jeremy Stein
Title: President

[Signature page to First Amendment to Sponsorship Agreement]